

Memorandum of Agreement made this first day of December, A.D. 1909, between

The City of Strathcona, hereinafter called the "corporation," of the first part; and

Cyrus B. Eaton, of the City of Cleveland in the State of Ohio, one of the United States of America, contractor, hereinafter called the "contractor," of the second part.

Whereas the Contractor proposes to undertake the manufacture of artificial gas in the City of Strathcona aforesaid, and has applied to the said Corporation for the privilege of constructing such works within the said City as may be required for the purpose of manufacturing and distributing the same:

Now it is agreed as follows:

1. The Contractor may, upon the terms and conditions herein set forth, erect and establish within, or adjacent to, the City of Strathcona, and maintain and operate during a period of twenty years next ensuing after the date of this Agreement, a plant for the manufacture and distribution of artificial gas, constructed after the latest and most approved methods, and of sufficient size and capacity to furnish to the said Corporation, at its new or, or may hereafter be required, and to any of its citizens, an adequate supply of artificial gas of standard quality, and furnish and sell the same to the Corporation and any of its citizens as hereinafter provided, who may desire to be supplied with the same; and, for the purposes aforesaid, from time to time, lay, take up, alter, remove and repair, main, conduits and pipes of sufficient capacity, laying the same along or under such parts of any public thoroughfare as may be approved by the Council of the City, and in such positions relative to curb and building lines, and at such depths as may be directed by the City Engineer; provided that, at the discretion of the Corporation, any portion of the said plant may be constructed without the said City.

2. The Contractor shall indemnify and save harmless the Corporation from all loss, costs, damages and expenses which may accrue or be incurred by the Corporation by reason of the exercise by the contractor of any of the privileges herein granted, whether or not such privileges are in time such loss, costs, damages or expenses arose or were incurred, before the expiration of the term of the agreement, or with the approval of the Engineer of the Corporation of the Council.

3. Provided that the contractor shall be liable only if the corporation gives to the contractor notice of any claim for which it is deemed liable at least five days before the expiration of the time limited for the exercise of the right; if such notice is given the cause of showing that the contractor is not liable shall, as hereinafter provided, be between the contractor and the corporation, rest with the contractor.

4. In consideration of the rights and privileges herein granted the contractor shall furnish gas of standard commercial quality, as compared to the gas furnished in this country throughout the Dominion of Canada, for illuminating, heating and power purposes, and shall not charge for the same in excess of the following prices, to wit:

(a) A maximum price of \$1.30 per 1,000 cubic feet per calendar month, in excess of, to any and all consumers, regardless of quantity used, up to 2,500 cubic feet per calendar month; and to any consumer who uses in excess of 2,500 cubic feet, and not exceeding 5,000 cubic feet in any calendar month, a discount of 15 per cent shall be allowed from the maximum price for all gas consumed during the calendar month; and to any consumer who uses in excess of 5,000 cubic feet in any one calendar month, a discount of 20 per cent shall be allowed from the maximum price for all gas consumed during the calendar month; and all such discounts shall apply to whatever maximum rates may be fixed as hereinafter provided.

(b) Provided that standard meters be supplied free of charge, but that a minimum charge of 50 cents per calendar month can be made to any consumer where service is rendered and the foregoing discounts shall not be allowed when the bill for gas is not mailed or the delivery of the bill for the same.

(c) PROVIDED FURTHER that when the total amount of the gas sold shall exceed 40,000,000 cubic feet per annum, the maximum price shall not exceed \$1.75 per 1,000 cubic feet; when the total amount of gas sold shall exceed 75,000,000 cubic feet per annum, the maximum price shall not exceed \$1.70 per 1,000 cubic feet; when the total amount of gas sold shall exceed 100,000,000 cubic feet per annum, the maximum price shall not exceed \$1.65 per 1,000 cubic feet; and if any consumer believe himself unjustly charged for gas consumed by the inaccuracy of the registration of the meter supplied by the contractor, such consumer may request and demand that the contractor shall test said meter.

Should the consumer be dissatisfied with the test made by the contractor, the contractor will, if the consumer so desires, and to the satisfaction of a competent authority established by either the city or the province of Alberta, send the meter to the test point at which a certified test can be made, and the certificate of such test shall be final as between the

consumer and the contractor; the contractor to bear all expenses incurred should the test show the meter to have been registering greater amount of gas than that actually consumed, and the consumer to pay all expenses incurred should the test show the meter to be correct, within the meaning of the first part.

(d) PROVIDED FURTHER that in the event of one gas manufacturing plant supplying both of the municipalities of Strathcona and Edmonton, the total amount consumed by both municipalities shall be taken as the basis of fixing such maximum price or prices.

(e) Provided also that at no time shall consumers in Strathcona be charged a greater price for artificial gas than the price charged to consumers in Edmonton or Strathcona by whomsoever supplied.

5. In order to estimate the amount of gas sold, the said contractor shall cause a report to be made to the Corporation on the 15th day of January of each and every year, showing the amount of gas sold in both municipalities of Strathcona and Edmonton during the preceding year, which report shall be verified by the sworn statement of each of the said municipalities. Provided, however, that the books of accounts, or records of sale, of the said contractor, shall be open to the inspection of the auditors or accountants of the said Corporation at any time for verification of such report.

6. The corporation may at, or at any time after, the expiration of the said period of twenty (20) years, purchase the plant of the contractor and all property used in connection therewith for the purpose of supplying the corporation and its inhabitants with gas as aforesaid, which may be situated south of the Saskatchewan river, and shall pay therefor at a valuation to be determined by arbitration, subject to the provisions hereinafter contained; provided, however, that if the contractor shall have in operation a gas plant of sufficient capacity to supply all demands of the city, the city may purchase the same without purchasing any part of the plant of the contractor.

(a) The corporation, through its council shall give the contractor three months' written notice of its intention to purchase the said property, which notice shall not be a date for such proposed purchase.

(b) The price of the said purchase shall be determined by a board of three arbitrators, one of whom shall be selected by the contractor, one by the council of the said corporation, and the third by the two thus selected.

The arbitrators thus selected shall proceed to take an inventory of the said property, and make an agreement of all the property of the said contractor, of which notice to purchase has been given, and to make all evidence of value, but no compensation shall be allowed the contractor for good will or interest, and to take all evidence bearing thereon, and the price or value so found shall be the price at which the property shall be sold.

7. The contractor shall be appointed by the said corporation, and the conduct of such arbitrators shall be under and by virtue of the laws for the time being in force in the Province of Alberta governing the conduct of arbitrators. Provided further that such arbitration proceedings shall be proceeded with forthwith upon receipt of notice of the corporation for in subsection (a) of this section.

(c) The terms of such purchase shall be cash; provided, however, that if the money is paid on the said proposed purchase to the said contractor, all bonds or other securities, if any there be, outstanding against the said property, shall be cancelled and cancelled, and no such bonds shall be considered a part of the purchase price or price so found by the said Board of Arbitrators, and shall be deducted from the said purchase price.

(d) Provided that the corporation may at any stage, by notice in writing, withdraw any notice under Paragraphs 6 hereof, and abandon all proceedings taken, and upon giving a new notice as required by said paragraph 6 hereof, recommence the proceedings with the same right of abandonment, but upon such abandonment the contractor for all costs to which he has been put in or about the arbitration.

Provided, however, that upon the abandonment of any notice given, no subsequent notice shall be given for a further period of five years, and in the meantime all the powers and privileges herein granted to the contractor shall continue in full force and effect.

(e) Provided further that nothing herein shall prevent the contractor from laying mains or making new connections, or from the completion of the purchase.

(f) Provided that the corporation may at any stage, by notice in writing, withdraw any notice under Paragraph 6 hereof, and abandon all proceedings taken, and upon giving a new notice as required by said paragraph 6 hereof, recommence the proceedings with the same right of abandonment, but upon such abandonment the contractor for all costs to which he has been put in or about the arbitration.

8. The contractor shall indemnify and save harmless the Corporation from all loss, costs, damages and expenses which may accrue or be incurred by the Corporation by reason of the exercise by the contractor of any of the privileges herein granted, whether or not such privileges are in time such loss, costs, damages or expenses arose or were incurred, before the expiration of the term of the agreement, or with the approval of the Engineer of the Corporation of the Council.

9. The contractor shall furnish gas in such quantities as may be required for power purposes, firm or corporation, who may apply for the same, and when the buildings to be supplied are situated south of the Saskatchewan river, or of any supply pipe of the contractor, the contractor shall forthwith carry the mains up to the street line of the property of every applicant - so that such applicant may make the necessary connection with the mains, when the buildings to be supplied are not so situated, the contractor shall construct such mains or pipes as are necessary to give such supply, if a reasonable return upon the outlay of the contractor in constructing such mains or pipes is reasonably agreed to the contractor, and in case of a difference of opinion between the contractor and the inhabitants in respect to such assurance, the decision of the municipal council shall be final, subject, however, to appeal as hereinafter provided.

10. It is further provided that in the event of the discovery of natural gas within the limits of the City of Strathcona, or within such districts as the said limits as to render the same of commercial value, the contractor shall have the right to bore, and carry and distribute natural gas, and in the event of the discovery of such gas, the contractor shall have the right to bore, and carry and distribute natural gas, and in the event of the discovery of such gas, the contractor shall have the right to bore, and carry and distribute natural gas.

11. In the event of the contractor exercising the privileges contained in the last preceding clause, all the provisions of this agreement shall apply to the contractor's operations for the said purpose, with the exception of those with regard to price.

12. If the contractor avails himself of the privileges herein granted, he shall supply the gas to the contractor, or by any person or persons in the cities of Strathcona and Edmonton, and shall supply the same to the corporation for municipal waterworks, electric lighting, and other municipal purposes, at a price not more than 10 cents per thousand (1,000) British thermal units per cubic foot.

In case the gas found has a heat value less than one thousand (1,000) British thermal units per cubic foot, the price is to vary accordingly.

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ed further, that the contractor shall, upon the completion of his pipe line or other work, proceed with reasonable dispatch to refill the trench or other opening in the manner prescribed in the next succeeding clause, should the contractor fail to refill any opening made by him, or fail to do so with reasonable dispatch, the city engineer may order the work to be done or completed at the cost of the contractor; subject to appeal as hereinafter provided.

13. Upon the completion of any works hereby authorized, the contractor shall restore the streets upon which such works have been carried out to as good a condition and state of repair as existed before the commencement thereof, and to the entire satisfaction of the city engineer. If the contractor does not so restore the streets the corporation may do so and may charge the expense thereof to the contractor.

14. Nothing herein contained shall be construed so as to prevent the corporation from granting privileges, to any person or persons, or to any persons, firm or corporation at any time the corporation may so desire.

15. In acting under this agreement the engineer and the council shall be bound to act reasonably, bona-fide and not arbitrarily. In the event the contractor being of the opinion that the engineer or the council has not acted as hereby required, the question shall be determined by a judge of the Supreme Court of Alberta, to whom the parties shall apply in person, and the cost of the reference shall be in the discretion of the judge. Until the judge determines the question, the direction of the engineer or the Council shall be obeyed.

16. The contractor shall forfeit and pay to the corporation as liquidated damages and not as penalties for the following breach of or default under this agreement the amounts hereinafter respectively specified:

(a) For default in carrying out the supply line to the boundary line of the street under clause 9, so as to permit connections to supply the owner or occupant of any building who may become entitled to a supply under the provisions of this agreement, or one month after he has become entitled as aforesaid, the sum of Two (\$2) Dollars for every day during which such default continues after the said period of one (1) month, provided that the reason is such that it is reasonably practicable for the reasons.

(b) For default in being in a position to supply gas before the 1st day of December, 1909, as provided for in section 7 hereof, the sum of five thousand dollars, and, for the better security of the payment of the said sum of five thousand dollars, the contractor shall, within the time specified in this agreement, deposit with the city council, conditioned for the prompt payment of the said sum of five thousand dollars, should the same become due and payable under the terms hereof, and until the approval of such bond this agreement shall not be considered as in force.

Provided that the penalties herein mentioned shall not exclude the right of the corporation or the contractor to bring action or suit for specific performance under the terms of this agreement, or to avail themselves of any other remedy by way of damages, or otherwise, that they may have, and it is understood that an action for specific performance of any of the terms of this agreement may be brought by the said corporation or said contractor.

17. Nothing herein contained shall relieve the contractor from the obligation to observe any by-law of the corporation which may now or hereafter be in force in the City of Strathcona, and not inconsistent herewith.

18. It is hereby expressly understood and agreed between the parties hereto that all covenants, conditions, powers, agreements, privileges and licenses herein contained shall be binding upon, and to the benefit of, and may be exercised by the respective executors, administrators, successors and assigns of the parties hereto.

Recited by the parties hereto in the City of Strathcona, in the Province of Alberta, the day and year first above written.

In the presence of

WITNESSES

P. BRUNS & CO

Deals in

Fresh and Cured Meat

Of all Kinds

FISH AND GAME

ISLAND

Highest Market Prices paid for

FIRST-CLASS

DRESSED POULTRY

of all descriptions.

19. If the said works are not carried out according to the plans and profiles approved by the engineer of the corporation, the said engineer shall have power to forbid the continuance of such works, and upon such prohibition the contractor shall forthwith cease the same, and shall, if so directed by the said engineer, place the streets in as good a condition and state of repair as existed before the commencement of such works, and if he does not, the corporation may require the same and charge the expense thereof to the contractor.

20. It is provided, however, that no time shall more than one thousand feet of any street be open, in a continuous trench, for a longer period than the consent of the council; the contractor to provide suitable and safe ways across the streets, and to guard at night with barricades and lights, all open trenches; provided

that the contractor shall, upon the completion of his pipe line or other work, proceed with reasonable dispatch to refill the trench or other opening in the manner prescribed in the next succeeding clause, should the contractor fail to refill any opening made by him, or fail to do so with reasonable dispatch, the city engineer may order the work to be done or completed at the cost of the contractor; subject to appeal as hereinafter provided.

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In the presence of

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Deals in

Fresh and Cured Meat

Of all Kinds

FISH AND GAME

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Highest Market Prices paid for

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Merry Christmas

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Military Brushes in Ebony, \$1.50 to \$3.75 pair
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TAX NOTICE

WHY PAY RENT?

ALL land in arrears for taxes will be sold under the provisions of the Act in relation to the charter governing same unless the taxes are paid before January 1st, 1910.

J. D. FORTIN, Collector.

WANTED-For Kitchen Work, Particulars, Windsor Hotel.

Office, City Block (Upstairs).

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Crawford & Weeks'

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Our stock is fresh Our prices are right

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